

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DO-C9	PAGE 1	OF PAGES 87
2. CONTRACT NUMBER	3. SOLICITATION NUMBER RFP5-60390/203	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED [3/17/00]	6. REQUISITION/PURCHASE NO. 904-60390-0008	
7. ISSUED BY NASA/Goddard Space Flight Center Greenbelt Road Greenbelt, MD 20771		CODE 216	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION → CALL:	A. NAME Loren Kruger	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Lkruger@pop200.gsfc.nasa.gov
		AREA CODE 301	NUMBER 286	EXT. 2028	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	→	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	ITEM
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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33 (Rev. 9-97)
Previous edition is unusable
(48 CFR) 53.214(c)

STANDARD FORM

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SUPPLIES OR SERVICES AND PRICES/COST

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The contractor shall provide computer systems management, including the operating system and application of software; the development and use of scientific and engineering data analysis systems; and the engineering efforts that develop new technology for scientific instrumentation for Space and Earth Sciences and Technology research at NASA Goddard Space Flight Center. The overall mission is as described in Section J, Attachment A entitled, "Statement of Work," of this contract. The document entitled, "SOW Addendum", Section J, Attachment B of this contract describes the types of activities in this overall support. In addition, the following deliverables are required:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REFERENCE</u>	<u>DUE DATE</u>
1.	Services in accordance with the SOW	J.1, Attachment A and Attachment B	As required in J.1, Attachments A & B
2.	Notice of Estimated Cost Increased	B.2	As required
3.	Contractor's Self Evaluation	B.5	As required
4.	Baseline Cost Plans	C.3 and G.1	Initially 30 days from contract award and, annually, thereafter
5.	New and Modified Funding Procedures	C.4	As generated
6.	Financial Management Reports	G.1 and G.2	As required
7.	Financial Reporting of NASA Property in the Custody of Contractor's	G.3	Annually (10/31)
8.	Requests for Repair of Government Property	G.4 and G.7	As required
9.	Requisition and Invoice/Shipping Documents (DD Form 1149)	G.5	As required
10.	Reports of Reportable Items	G.10	As required

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SUPPLIES OR SERVICES AND PRICES/COST

11.	Travel Reports	G.13	30 days after completion of travel
12.	DOD Industrial Plan Equipment Requisition (DD Form 1419)	G.15	As required
13.	Onsite Personnel Reporting Requirements	H.1	As required
14.	Telephone Usage Certification	H.2	Annually
15.	Small Business Subcontracting Plans and Reports (SF 294 and SF 295)	H.3 and H.4	Semi-annually and annually
16.	Notification of Noncompliance with Safety Standards	H.8	As required
17.	Export Licenses	H.9	As required
18.	Procurement Library Deliverables	H.11	As required
19.	Identification of Onsite Focal Point	H.12	At the start of the contract and as required
20.	Request to Publish or Present Technical Papers	H.12	As required
21.	Personnel Security Questionnaire	H.13	As required

(End of Clause)

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

SUPPLIES OR SERVICES AND PRICES/COST

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 60 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The projected cost to completion shall consist of the following: "Other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B.3 ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPTEMBER 1993)

The estimated cost of this contract is \$ _____. The maximum available award fee, excluding base fee, if any, is \$ _____. The base fee is \$0. Total estimated cost, base fee, and maximum award fee is \$ _____.

(End of clause)

SUPPLIES OR SERVICES AND PRICES/COST

B.4 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ _____. This allotment is for all services performed and covers the following estimated period of performance: (To Be Determined At Award)

(b) An additional amount of \$ _____ is obligated under this contract for payment of fee.

(End of clause)

B.5 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76)(MARCH 1998)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Government's "Performance Evaluation Plan." The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 151.3A, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth elsewhere in this contract. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

SUPPLIES OR SERVICES AND PRICES/COST

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of clause)

B.6 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

(a) The total estimated cost of this contract includes the following estimated costs:

CATEGORIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Local Travel	\$13,799	\$14,200	\$14,626	\$15,064	\$15,516	\$73,206
Non-Local Travel	\$531,010	\$546,409	\$562,801	\$579,685	\$597,076	\$2,816,981
Materials	\$31,421	\$32,333	\$33,303	\$34,302	\$35,331	\$166,689
"Other -ODC"	\$355,597	\$365,910	\$376,886	\$388,194	\$399,839	\$1,886,427
TOTAL	\$931,827	\$958,852	\$987,616	\$1,017,245	\$1,047,762	\$4,943,302

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of clause)

B.7 LIMITATION OF INDIRECT COSTS

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

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<u>Indirect Cost</u>	<u>Base of Application</u>	<u>Percentage</u>
	Overhead	
	G&A	

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise provided in the contract, necessary to perform the specialized support services as described in Section J, Attachment A, entitled "Statement of Work". At the start of the contract, the Contractor shall assume, as a minimum, the services described in Attachment B, entitled "SOW Addendum".

(End of clause)

C.2 VARIATIONS IN SERVICE LEVELS

1. The total estimated cost and fee(s) of this contract are based upon the Contractor's estimate of the magnitude of effort required to provide the services described in Section J, Attachment A and addenda thereto (Attachment B, entitled "SOW Addendum"), for the term of the contract.

2. The Contractor will perform its duties in a dynamic environment in which the range of effort required to support GSFC's Space and Earth science activities will vary. Range of effort is comprised of all activities to be supported and resources to be used in the delivery of support.

(a) "Activities" include any organizations, laboratories, programs, projects, systems, and tasks funded during the course of the contract.

(b) "Resources" include all labor, skills, professions, facilities (except as otherwise provided in the contract), supplies and materials required to deliver high quality and timely support.

3. During the term of the contract, the Contractor shall deliver support in all functional areas identified in Attachment A, Statement of Work, across the full range of effort identified by the Contracting Officer or his/her technical representative, regardless of the magnitude of effort actually required. The Contractor understands and agrees to the following:

(a) Variation in the number or type of specific activities to be supported shall not constitute a change to the contract, and shall not entitle the Contractor to an equitable adjustment.

(b) Variation in the magnitude or mix of resources needed by the Contractor to deliver support shall not constitute a change to the contract, and shall not entitle the Contractor to an equitable adjustment.

4. Substantial expansion of the functional areas of responsibility, as established in Attachment A, Statement of Work, may constitute a change to the scope of the contract; however, the Contractor understands that the Attachment A, Statement of Work, is intended to be construed

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

broadly to achieve Earth and Space science objectives.

(End of text)

C.3 TRACKING AND REPORTING REQUIREMENTS

On the effective date of the contract, the Contractor shall deliver a baseline cost plan, by identification numbers designated in Attachment B, entitled "SOW Addendum", in accordance with the Financial Management Reporting requirements described in G.1, with the following conditions:

- Planned staffing for the first contract year, by identification number;
- Planned ODC's and indirects for the first contract year, by identification number;
- A total roll up of all identification numbers, by labor category, ODC's, indirects, etc. to be delivered to the Contracting Officer, the COTR, and the Contract Resource Manager from Code 903.
- Individual identification numbers, which will indicate the total estimated first year cost, are to be separately delivered to the technical representative and financial analyst for that funding source. The Government shall provide the distribution list at the start of the contract, and each subsequent contract year, for each of the Attachment B funding sources. As funding sources are added, the Government shall update the distribution list accordingly.

Financial Management Reporting requirements, throughout the period of performance, shall be at these same levels.

(End of Text)

C.4 NEW AND MODIFIED FUNDING PROCEDURES

As described in C.1, Scope of Work, the Contractor shall assume, at the start of the contract, the services described in Attachment B, SOW Addendum. Variations to the range of services shall be handled as follows:

(a) New Funding Identification Procedures:

1. The Contractor may be approached to assist an activity(ies) not previously supported but within the scope of the contract.
2. The Contractor will generate a new 7-digit identification number using the following parameters:
 - The first 2 digits represent the organization requiring support; e.g., Code 931 would be "93";

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- The next 3 digits are a sequential numbering system, 001-999, applied to the particular organizations work to date (e.g., if this is the 21st separate funding source for Code 931, the identification number is extended to be “93-021.”) The last digit is the Government’s fiscal year. Thus, if the new funding source is identified in the first 12 months of the contract, and the contract is awarded October 1, 2000, using this example the final identification number would be: 93-021-01

3. The Contractor shall then prepare a general description of how it intends to support the work, generate a unique staffing plan for that work, along with the total estimated cost—from the planned start date through the remaining contract year, and provide that documentation to the appropriate Financial Analyst for the funding organization. The Government will, in turn, use its own internal process to ensure that funds are available to support that work. The Government process includes concurrence, not of the contractor’s proposed support but, of the associated cost to ensure that sufficient funds are available to support the activity, from:

- The Assigned Technical Representative (ATR), who is the funding organization’s technical representative;
- The Organization’s Division or Lab Chief
- The Contracting Officer’s Technical Representative (COTR)

4. The Contracting Officer shall notify the Contractor, either verbally or in writing, that work may proceed.

(b) Modified Identification Numbers:

1. Occasionally, an established funding source will need adjustment. Should this occur, the process is the same as described in paragraph (a) above, except the last two digits of the identification number will be modified to reflect this type of situation. For example, during performance of 93-021-01, we need to specifically cost and track a new UPN funding source for a particular piece of the work. An adjunct identification number shall be identified; i.e., 93-021-A1. The last digit maintains the fiscal year account, and the next to last digit indicates that it is the first adjunct number to the base funding source.
2. The Contractor shall prepare a general description of how it intends to support the modified work and the effect to the original workload identification number, if any, along with the modified staffing plan(s) and revised estimated cost(s). This documentation shall be delivered to the appropriate funding organization, and the same process and distribution as described in paragraph (a) above shall be followed.

(End of text)

PACKAGING AND MARKING

D.1 PACKAGING, HANDLING, AND TRANSPORTATION (GSFC 52.211-92) (NOV 1999)

(a) The Contractor shall comply with NASA Procedures and Guidelines (NPG) 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all software and hardware deliverable items except as may be indicated in paragraph (b) of this clause.

(b) The items listed in this paragraph are considered to be Class IV items and may be transported and handled through the use of normal commercial transportation. These items are excepted from the requirements of this clause: NONE

(c) The Packaging, Handling, and Transportation Record required for Class I items must be approved by the Center Transportation Officer and the Contracting Officer's Technical Representative. Refer to paragraph 3.3 of NPG 6000.1E.

(d) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer and provided--

(1) The Contractor's procedures are not in conflict with any requirements of this contract; and

(2) The requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(e) In addition to the prominent display of a NASA Critical Space Item label (NASA Form 1368) on all Class I, Class II, and Class III interior packages and exterior shipping containers, the Contractor shall, for space flight items, apply the following additional marking. The marking shall be blue in color:

"ITEMS FOR SPACE FLIGHT USE"

(f) The Contractor shall place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

INSPECTION AND ACCEPTANCE

E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the NASA/Goddard Space Flight Center (GSFC) unless specified elsewhere in the Attachment B, SOW Addendum. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three (3) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE--SERVICES

The completion of most services specified by this contract shall be performed at the following location: Goddard Space Flight Center, Greenbelt, MD 20771. Space will be made available for no more than 400 Contractor provided personnel at this facility. As required, the Contractor may be required to perform services at various sites, such as locations identified throughout Section J, Attachment B, entitled, "SOW Addendum."

(End of clause)

F.2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

Shipments of the items required under this contract shall be to:

Receiving Officer
Building 16W
Code 239
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for:

Technical Officer (Name) Code
Building Room
Contract No.
Item(s) No.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

F.3 PERIOD OF PERFORMANCE

The period of performance under this contract shall be for a 5-year period from the effective date of contract.

(End of text)

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G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedures and Guidelines (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. For the total roll-up, one copy shall be provided to each of the following:

*Contracting Officer, Code 219
Contracting Officer's Technical Representative, Code 930
Contract Financial Analyst, Code 903
Administrative Contracting Officer (if delegated)

*electronic version

In addition, individual identification numbers shall be separately distributed in accordance with the Government-Provided Distribution List described in Clause C.3 --Tracking and Reporting Requirements.

(2) The reporting structure shall be in accordance with the Clause C.3 -- Tracking and Reporting Requirements.

(c) Web sites. NPG 9501.2C, "NASA Contractor Financial Management Reporting":

http://nodis.hq.nasa.gov/Library/Directives/NASAWIDE/Procedures/Financial_Management/contents.html

In addition, individual identification numbers shall be separately distributed in accordance with the Government Provided Distribution List, to be provided after contract award.

(2) NF 533 Tutorial: (for training purposes only)

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of clause)

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G.2 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.3 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF
CONTRACTORS (1852.245-73) (NOV 1999)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA. Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF1018.

(b)(1) The Contractor shall mail the original signed NF 1018 directly to the Center Deputy Chief Financial Officer, Finance.

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(2) Three copies shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: GSFC Supply and Property Team, Code 235, unless the Contractor uses the NASA NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports when due. Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) and (2) of this clause.

(End of clause)

G.4 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS (GSFC 52.245-92) (SEP 1998)

(a) Government property categorized as facilities (defined at FAR 45.301 and NASA FAR Supplement 1845.301) has been provided for the performance of this contract.

(b) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.20511, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.

(c) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR

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clause 52.2455, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the contract. If the Contracting Officer agrees that the property is still needed for contract performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

(d) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

(e) This clause shall not apply to the following items:

Section J, Attachment D, entitled "List of Contractor Access to Government Controlled Property."

(End of clause)

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities:

"An employee will not indirectly use or allow the use of Government property of any kind, including property leased to the Government, for other than officially approved activities. An employee has an affirmative duty to protect and conserve Government property, including

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equipment, supplies, and other property entrusted to the employee. Additional responsibilities of the individual include:

- (1) Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected;
- (2) Ensuring that such equipment is used only in pursuit of approved NASA programs and projects;
- (3) Identifying equipment not being actively used in pursuit of approved NASA programs and projects;
- (4) Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
- (5) At Installation with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodians of all activity associated with the user's assigned equipment."

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
- (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
- (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in

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accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JULY 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is in Section J, Attachment D. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

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- (f) Installation service facilities: Section J, Attachment D.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.7 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified Attachment C of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Goddard Space Flight Center where property and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.8 ACCESS TO GOVERNMENT CONTROLLED PROPERTY

In performance of services, the Contractor shall have access to Government Controlled Property, as generally described in Section J, Attachment D. The Contractor's responsibilities are referenced in Clause G.5 – Installation-Accountable Government Equipment.

(End of Text)

G.9 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

- (a) The Contractor shall establish procedures to account for borrowed materials and to ensure

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their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for contract performance or to any other adjustment to the contract.

(End of clause)

G.10 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology	750.1	Goddard Space Flight Representative Greenbelt, MD 20771
Patent	750.2	Goddard Space Flight Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent

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Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above named representatives are set forth in 1827.375370 of the NASA FAR Supplement.

(End of clause)

G.11 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87)(MAR98)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Goddard Space Flight Center
Accounts Payable Section, Code 151.3A
Greenbelt, Maryland 20771

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to the Auditor:

(NASA or DCAA auditor address to be provided at time of award)

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting

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Officer. This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.12 COMMERCIAL COMPUTER SOFTWARE LICENSING (1852.227-86) (DEC 1987)

(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the vendor/contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this purchase order/contract.

(b) Although the vendor/contractor may not propose its standard commercial software license until after this purchase order/contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase order/contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.

(c) The vendor's/contractor's acceptance is expressly limited to the terms and conditions of this purchase order/contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the vendor/contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

(d) The following restricted rights shall apply:

(1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the purchase order/contract.

(2) The commercial computer software may be (i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause; (ii)

Reproduced for safekeeping (archives) or backup purposes; (iii) Modified, adapted, or

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combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and (iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d)(2)(i), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.

(3) If the incorporated contractor's software license contains provisions or rights that are less restrictive than the restricted rights in subparagraph (d)(2) of this clause, then the less restrictive provisions or rights shall prevail.

(4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in subparagraphs (d)(2) and (3) of this clause.

(5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in subparagraphs (d)(2), (3), and (4) of this clause.

(End of clause)

G.13 TRAVEL OUTSIDE OF THE UNITED STATES

The Contractor is responsible for all arrangements associated with employee travel while in performance of support under this contract.

The Contractor shall submit a travel report within 30 days after the conclusion of the travel required to support the activities listed in Attachment B, SOW Addendum, to the ATR.

(End of text)

G.14 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96) (SEP 1998)

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or

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Labor-Hour Contracts" except that para (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-92, "Repair or Replacement of Government Property--Special Conditions", if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

NASA FAR Supplement clause 18-52.245-77, "List of Installation- Accountable Property and Services".

GSFC clause 52.245-93, "Contractor Acquired Government Property"

(End of clause)

G.15 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for

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incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

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H.1 ONSITE PERSONNEL--REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 1999)

(a)LISTS. The Goddard Space Flight Center maintains a Locator and Information Services Tracking System (LISTS). The LISTS contains work and home location and contact information for personnel located onsite for a planned period of more than six months and for all personnel that have permanent NASA/GSFC Identification Badges, regardless of duty location.

(b) Form 24-27. The Contractor must complete and submit a GSFC Form 2427, "LISTS Data and Badge and Decal Information" for each employee that meets the conditions in paragraph (a) of this clause. The instructions for completing the form are contained in GSFC Form 2427a. These forms are available from GSFC stores stock. The GSFC Form 24-27 shall be submitted to the Contracting Officer's Technical Representative (COTR). The COTR will review the form(s) for accuracy and completeness and resolve any housing or access issues and return the approved form to the Contractor. The Contractor shall forward the approved form(s) to the GSFC Security Branch, Code 205.1, for data entry into the LISTS and to obtain appropriate badge(s) for the Contractor employee(s). The Contractor may contact the LISTS Manager, Institutional Support Office, Code 201, 301-2862306, for assistance regarding the LIST System.

(c) Monthly report. The Contractor shall submit a monthly annotated LISTS Report. The GSFC LISTS Manager, Code 201, will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information. This shall include a "mark out" of those employees who are no longer employed by the contractor or no longer meet the conditions of paragraph (a) of this clause. Any additional employees that meet the conditions in paragraph (a) shall be entered on the report, including the date the GSFC Form 24-27 for each such employee was submitted to the GSFC Security Branch. The annotated LISTS Report shall be submitted to the COTR, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201, by the 10th calendar day of the month.

(d) Checkout Procedures. The Contractor shall ensure that all Contractor personnel that have NASA/GSFC issued identification, keys or other property that leave its employ or that no longer will be working onsite, process out through the GSFC Security Branch, Code 205.1 and return all such property. If not accomplished by the employee, the Contractor shall take action to ensure its accomplishment no later than 30 days after the employee's departure.

(End of clause)

H.2 GOVERNMENT PREMISES--COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (NOV 1999)

(a) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the

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facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by contractors utilizing GSFC facilities:

GMI 1040.5	GSFC Emergency Management Program
GMI 1040.6	GSFC Emergency Management Plan
GMI 1152.9	Facilities Coordination Committee
GHB 1600.1	Security Manual
GMI 1700.2	GSFC Health and Safety Program
GMI 1772.1	Center Smoking Policy
GMI 1780.1	GSFC Confined Space Policy
GMI 1790.1	Chemical Hygiene Plan
GMI 2540.2	Administrative Communications, Facilities, Equipment and Services
GHB 8800.2	GSFC Environmental Handbook
GMI 8840.1	Center Paper Recycling Program

Center Announcement No. 90-59--Contractor Business Use of Official Mail and of the Mail Services Center

Copies of the current issuances may be obtained at http://gdms.gsfc.nasa.gov/gdms/main_guest.html or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

- (a) Telephone usage certification. If the installation provided property and services listed in NASA FAR Supplement clause 1852.24577 includes the use of telephones, the Contractor shall provide an annual certification that all such usage was in accordance with GHB 2540.2, "GSFC Administrative Communications Facilities, Equipment and Services". This certification shall be made in January of each year covering the preceding calendar year and at the conclusion of the Contractor's efforts onsite at the GSFC. The certification shall be submitted to the Contracting Officer with a copy to the Customer Interface Branch, Code 294.

(End of clause)

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H.3 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90)
(OCT 1999)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12-98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12-98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HS, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that

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have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H.4 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

H.5 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS (GSFC 52.219-91) (JAN 1999) (for offeror fill-in)

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see para (c.) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*DOC SIC Major Group	Dollar Target	Percent of Contract Value
----------------------	---------------	---------------------------

Total

*Department of Commerce Authorized Standard Industrial Classification Major Group

(c.) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s)

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The contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars	Percent of Contract Value
---------	---------------------------

(End of clause)

H.6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1998)

(a) Definitions.

“Commercial item,” as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract,” as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

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H.7 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

H.8 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC 52.223-92) (OCT 1988)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 205.2).

(End of clause)

H.9 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

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(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.10 PHASE-IN PERIOD (GSFC 52.237-96) (OCT 1988)

The Contractor shall assume contract responsibility for all of the requirements of this contract on _____. During the period _____ through _____ (60 days) under a fixed price separate contract, the Contractor shall accomplish phase-in and training of Contractor personnel as required for the assumption of full contract responsibility. The Contractor shall not charge the Government nor be reimbursed for costs incurred for phase-in and training during said phase-in period under this contract.

(End of clause)

H.11 EARTH SCIENCES PROCUREMENT LIBRARY

The contractor acknowledges that it is in the interest of NASA to foster competitive acquisition of any follow-on contract for this scope of work. Accordingly, the contractor agrees to cooperate with the Contracting Officer to maintain an ongoing and current Earth Sciences Procurement Library, which Library shall be available during normal working hours to any interested contractor. Further, the Contractor agrees to provide any technical reports in a form that can be displayed in the Library and made fully available to any other contractor. However, this requirement shall not be construed to require the Contractor to reveal any company sensitive or proprietary materials or information.

(End of text)

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H.12 ADDITIONAL CONTRACTOR RESPONSIBILITY

A. Contractor's Point of Contact:

The Contractor shall identify at least one on-site person who will be the Contractor's authorized focal point of contact for technical and administrative performance of all work hereunder. The employee shall, as a minimum, provide the single point of contact between the Contractor and the Contracting Officer's Technical Representative (COTR) designated under the contract.

B. Publication of Technical Papers:

The publication or presentation of technical papers by Contractor personnel, which are based upon work under this Contract may be permitted subject to prior consultation with the ATR. Consultation is typically limited to a review of authorship and to ensure that the Contractor has complied with H.9, Export Licenses. If a question or concern arises between the ATR and the Contractor that cannot be resolved, the Contractor shall provide to the COTR the basis of the question or concern and if required, the Contracting Officer shall make the final determination as to whether all compliance requirements have been met. At anytime the contractor's request to publish or present technical papers is granted, the Contractor agrees that in no way do the contents reflect an official GSFC position.

H.13 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES (1852.204-76) (SEPT 1993)

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and the clauses of this contract, the Contractor shall initiate personnel screening checks and obtain user responsibility agreements, as required by this clause, for each contractor employee requiring unescorted or unsupervised physical access or electronic access to the following limited or controlled areas, systems, programs and data: None known at this time.

(1) The Contractor shall submit a personnel security questionnaire (NASA Form 531, Name Check Request, for National Agency Check (NAC) investigations and Standard Form 85P, Questionnaire for Public Trust Positions, for specified sensitive positions) and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the installation Security Officer for each Contractor employee who requires access. The required forms may be obtained from the installation security office. Employees may have fingerprints taken at the Building 9 Security Office or at any police department.

(i) Several months may be required for completion of complex personnel screening investigations. Background screening may not be required for employees with recent or current Federal Government investigations.

(ii) When employee access is necessary prior to completion of personnel screening, each

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contractor employee requiring access may be considered for escorted access. The installation Security Officer will establish the eligibility of proposed escorts.

(2) The Contractor shall ensure that each contractor employee requiring access executes any user responsibility agreements required by the Government prior to access. The Contractor shall provide signed copies of the agreements to the installation Security Officer for inclusion in the employee's security file. Unauthorized access is a violation of law and punishable under the provisions of 18 USC 1029, 18 USC 1030 and other applicable statutes.

(3) The Contractor shall notify the installation AIS Manager no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

(b) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in paragraph (a) are applicable to performance of the subcontract.

(End of clause)

H.14 CONTRACTOR'S SURVEILLANCE PLAN

The Contractor shall comply with the requirements established and set forth in Section J, Attachment G, entitled, "Contractor's Surveillance Plan."

H.15 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

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- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside the Contractor's organization; and
- (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.
- (c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.
- (d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.
- (e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:
 - (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
 - (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;
 - (3) Is rightfully received by the Contractor from a third party without restriction;
 - (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

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H.16 52.215-90 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFEROR (GSFC 52.215-90) (NOV 1999)

In accordance with FAR 15.204-1(b), the completed and submitted Section K, "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

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I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

(52.202-1)	DEFINITIONS (OCT 1995)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(52.204-4)	PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(52.215-8)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-11)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.215-13)	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.215-14)	INTEGRITY OF UNIT PRICES (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
(52.215-19)	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.216-7)	ALLOWABLE COST AND PAYMENT (APR 1998)
(52.219-4)	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR HUBZone SMALL BUSINESS CONCERNS (JAN 1999){offeror elects to waive the evaluation preference []}
(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)
(52.219-9)	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)--ALTERNATE II (JAN 1999)
(52.219-16)	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(52.219-23)	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)--ALTERNATE II (OCT 1998)[the factor in para (b)is 10 percent} {offeror elects to waive adjustment []}
(52.219-25)	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)
(52.222-20)	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (FEB 1999)
(52.222-29)	NOTIFICATION OF VISA DENIAL (FEB 1999)
(52.222-35)	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
(52.223-5)	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

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- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)
- (52.226-1) UTILIZATION OF INDIAN ORGANIZATIONS AND INDIANOWNED ECONOMIC ENTERPRISES (MAY 1999)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)
- (52.227-11) PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) as modified by NASA FAR Supplement 1852.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14--ALTERNATE II (JUN 1987)
- (52.227-19) COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-2) COST ACCOUNTING STANDARDS (APR 1998)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (b)(1) fill-in (hereafter: "designated office"--Accounts Payable Section, Mail Code 151.3A, Goddard Space Flight Center) no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (DEC 1998)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.242-15) STOP WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is (None)}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) PROPERTY RECORDS (APR 1984)
- (52.245-5) GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS (JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-5) INSPECTION OF SERVICES COST REIMBURSEMENT (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)

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- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-34) F.O.B. DESTINATION (NOV 1991)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- (52.248-1) VALUE ENGINEERING (FEB 2000)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
- (1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
- (1852.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is William F. Townsend at 301-286-5066.
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.219-77) NASA MENTOR-PROTEGE PROGRAM (MAY 1999)
- (1852.223-70) SAFETY AND HEALTH (MARCH 1997)
- (1852.227-70) NEW TECHNOLOGY (NOV 1998)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II (SEP 1989)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Procurement Officer and shall not be binding until so approved.

(End of clause)

I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided that this limitation shall not apply to—

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is in appropriate.

(End of Clause)

I.4 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.5 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.6 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

“Historically Black Colleges or University”, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2.

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The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

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I.7 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

CONTRACT CLAUSES

I.8 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

SECTION J OF RFP5-60390/203

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	STATEMENT OF WORK	02/03/00	8
B	SOW SUPPLEMENT	01/21/00	33
C	LIST OF GOVERNMENT FURNISHED PROPERTY	01/18/00	2
D	LIST OF CONTRACTOR ACCESS TO GOVERNMENT CONTROLLED PROPERTY	01/18/00	2
E	CONTRACTOR'S SUBCONTRACTING PLAN	TBD	TBD
F	SAFETY AND HEALTH PLAN	TBD	TBD
G	CONTRACTOR'S SURVEILLANCE PLAN	TBD	TBD

(End of Clause)

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (GSFC 52.204-90) (MAR 1999)

(a) Commercial and Government Entity (CAGE) codes are used to support a variety of procurement data systems throughout the Government. CAGE codes provide a standardized method of identifying a given facility at a specific location. CAGE codes will be used as a key data element in NASA's pending Integrated Financial Management Program (IFMP). In order to transition to IFMP, CAGE codes are now being collected. If an offeror does not have a CAGE code, the offeror is encouraged, but not presently required, to obtain one.

(b) Commercial and Government Entity (CAGE) codes are assigned by the Defense Logistics Services Center (DLSC) to identify a commercial or Government entity. These codes are unique for each commercial or government facility or location. The CAGE code must be for a contractor's particular name and address, not for a parent or other corporate affiliation.

(c.) An offeror who does not have a CAGE code should complete a "Goddard Space Flight Center Vendor Commercial and Government Entity (CAGE) Code Request Form," available at:

<<http://genesis.gsfc.nasa.gov/cagereqgsfc.htm>> (Note: The request can be submitted electronically to the Goddard Space Flight Center directly from this Web site)

(d) The offeror is requested to complete one of the following:

/ / Offeror has a CAGE code. The CAGE code for the offeror location is _____.

/ / CAGE code request has been electronically submitted per paragraph (c).

/ / CAGE code has been requested by other means. The DD Form 2051 was submitted to _____ on the following date: _____

NOTE: Do NOT delay submission of the offer pending receipt of a CAGE code.

(End of provision)

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
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**K.2 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING
REQUIREMENTS (FEB 1999)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 37 U.S.C. 4212(d).

(End of provision)

**K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (APR 1991)**

(a) The Definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.4 TAXPAYER IDENTIFICATION (52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c)The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
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- ☐ Corporate entity (not tax exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____
- (f) Common Parent.
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - ☐ Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

K.5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5) (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three- year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
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(End of provision)

**K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1) (MAY
1999)--ALTERNATE I (NOV 1999)--ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 500 employees. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is ☐, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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- [] Asian-Pacific Americans (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)

The offeror represents that--

(a) It // has, // has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

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(b) It // has, // has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9 SMALL DISADVANTAGED BUSINESS STATUS (52.219-22) (OCT 99)

(a) General. This provision is used to assess an offeror's small disadvantaged Business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 24.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

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(2) Be subject to administrative remedies, including suspension and debarment;
and

(3) Be ineligible for participation in programs conducted under the authority of
the Small Business Act.

(End of provision)

K.10 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)

The offeror represents that (a) it // has developed and has on file, // has not
developed and does not have on file, at each establishment, affirmative action programs
required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2),
or (b) it // has not previously had contracts subject to the written affirmative action
programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-
13) (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this
contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of
this contract that are subject to the filing and reporting requirements described in section
313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)
(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42
U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of
the contract the Toxic Chemical Release Inventory Form (Form R) as described in
sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this
contract is subject to the Form R filing and reporting requirements because each such
facility is exempt for at least one of the following reasons: (Check each block that is
applicable.)

// (i) The facility does not manufacture, process, or otherwise use any toxic
chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

// (ii) The facility does not have 10 or more full time employees as specified in
section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

// (iii) The facility does not meet the reporting thresholds of toxic chemicals
established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate
thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed
with EPA);

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// (iv) The facility does not fall within Standard Industrial Classification (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

// (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

(End of provision)

K.12 REPRESENTATIONS OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.22-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

K.13 ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (52.230-1)(APR 1998) –

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6).

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND
CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

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**/ / (1) Certificate of Concurrent Submission of Disclosure
Statement.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or cognizant Federal official acting in that capacity and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

**/ / (2) Certificate of Previously Submitted Disclosure
Statement.**

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where
filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/ / (3) Certificate of Monetary Exemption.

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The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/ / (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/ / The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
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CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO
EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

// YES

// NO

(End of provision)

K.14 USE OF GOVERNMENT-OWNED PROPERTY (1852.245-79) (JUL 1997)

(a) The offeror () does, () does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror () does, () does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish--

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

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L.1 LIST OF SECTION L PROVISIONS INCORPORATED BY REFERENCE

The following provisions are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998):

- (52.211-14) NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
- (52.215-1) INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)
- (52.219-24) SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (JAN 1999)
- (52.222-24) PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- (1852.233-70) PROTESTS TO NASA (MAR 1997)
- (1852.227-71) REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984)

(End of By Reference Section)

L.2 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (52.211-3) (JUN 1998)

The specifications cited in this solicitation may be obtained from:

NASA/Goddard Space Flight Center
Procurement Support Branch, Code 213
Greenbelt, MD 20771

Phone: 301-286-6574 Fax: 301-286-1746
Contact: Ms. Kimber Russell

The Offeror may call between the hours of 8:30 a.m. and 4:30 p.m. to set up an appointment.

(End of provision)

L.3 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (APR 1997)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Loren Kruger

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Phone: 301-286-2028
(collect calls not accepted)

FAX: 301-286-1773 E-Mail: lkruger@pop200.gsfc.nasa.gov

*Address: NASA, Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Code 216

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted, in writing, as soon as possible. Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date.

(End of provision)

L.4 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (52.204-6) (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.

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- (7) Number of people employed by the company.
- (8) Company affiliation.
- (a) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an E-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

L.5 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (52.214-34) (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

L.6 SUBMISSION OF OFFERS IN U.S. CURRENCY (52.214-35) (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

L.7 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Award Fee contract resulting from this solicitation.

(End of provision)

L.8 SERVICE OF PROTEST (52.233-2) (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Bid Office
Building 17, Room S142
Mail Code 213.2

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Attn: RFP5-60390/203
Goddard Space Flight Center
Greenbelt, MD 20771

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.9 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) provisions:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) provisions:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.10 1852.227-84 PATENT RIGHTS CLAUSES (DEC 1989)

This solicitation contains the patent rights clauses of FAR 52.227-11 (as modified by the NFS) and NFS 1852.227-70. If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at FAR 52.227-11 shall not apply.

(End of provision)

L.11 1852.223-73 SAFETY AND HEALTH PLAN (DEC 1988)

The Offeror shall submit a detailed safety and health plan, as part of the offeror's proposal, showing how the Contractor intends to protect the life, health, and well being of NASA and contractor employees as well as property and equipment. This plan, as approved by the Contracting Officer, will be included in any resulting contract.

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(End of provision)

**L.13 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS
(MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt for both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.14 STANDARD FORM 33 AND SUBMITTAL OF OFFER

This must be a separate proposal volume.

1. SF 33, Offeror Fill In's and Section K

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-in's in Sections B-K must be completed. The signed SF33, the pages with the required fill-in's, and all of Section K must be submitted with the proposal. The balance of the solicitation need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions.

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2. Offer Acceptance Period

It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions", a different validity period may be proposed by the offeror.

3. Summary of Exceptions

List all exceptions to the terms and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical". Offerors are cautioned that exceptions may result in a determination of proposal unacceptability (NFS 1815.305-70) may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

(End of text)

L.15 PROPOSAL MARKING AND DELIVERY

1. Receiving Office

The designated receiving office for proposals is the Bid Room located on the premises of the Goddard Space Flight Center, Greenbelt, Maryland, in Building 17, Room S-142. The Bid Room hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government Holidays. Proposals must be received by the date and time stated on the solicitation face page.

Offerors must either deliver their proposal, modifications or withdrawals by U. S. Postal Service Mail or *hand deliver (includes the use of a commercial delivery service). Regardless of the delivery method chosen, the proposal must be closed and sealed as if for mailing.

*Note: Non-U.S. citizens that do not have a "green card" will not be given access to the Goddard Space Flight Center for the purpose of proposal delivery.

2. External Marking

[PLEASE NOTE THE ADDITIONAL MARKING REQUIREMENTS IN (b) IF A COMMERCIAL DELIVERY SERVICE IS USED]

(a) The required mailing address/external marking for proposals is as follows:

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NASA
Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Bid Room, Code 213
Building 17, Room S142
RFP5-(offeror--add the remaining numbers of solicitation)
PROPOSAL--DELIVER UNOPENED"

- (b) If the proposal is to be delivered by a commercial delivery service such as United Parcel Service, Federal Express, DHL, Purolator, etc., place the following on the outside of the carrier's envelope or package cover: (offeror must complete fill-in's appropriately)

Same information in (a) above and--

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE HAND CARRIED DIRECTLY TO THE BID ROOM, BUILDING 17, ROOM S142 AND RECEIVED NO LATER THAN TBD. THE BID ROOM IS OPEN FROM 8:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY, EXCEPT GOVERNMENT HOLIDAYS."

(End of text)

L.16 PROPOSAL INSTRUCTIONS AND PAGE LIMITATIONS

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation:

Proposal Section	Page Limitations	Hard Copies
I. Technical Proposal (excl. below)	75 pages	8
a) Surveillance Plan	10 pages	8
b) Phase-In Plan	5 pages	8
c) Safety and Health Plan	10 pages	2
d) Total Professional Employee's Compensation Plan	No Limit	8
e) Small Business Subcontracting Plan	No Limit	2
f) Subfactor C – Small Disadvantaged Business (SDB) Participation Program	No Limit	8
II. Past Performance		
(a) Narrative Summary	25 pages	8

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(b) Questionnaires (Exhibit 1)	No limit	1
II. SF-33, Fill-ins for Section B, Section K Representations and Certifications, all with original signatures.	No Limit	4
IV. Cost/Price Proposal, including Cost Proposal Exhibits and Schedules (Exhibits 2, 3, 5-8, Schedules 1a and b	No Limit	4
V. Phase-In Pricing Chart (Exhibit 4)	No Limit	4
(Proposal section I, II, III, IV shall be submitted as separate volumes; Proposal Section V may be submitted with Section IV.)		

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 10 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost/Price section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(End of text)

L.17 TECHNICAL PROPOSAL INSTRUCTIONS (COMPETITIVE)

This shall be a separate proposal volume.

The Technical proposal must include a discussion of your approach to meeting the requirements of the contemplated contract. The Technical approach should be specific, detailed, and complete enough to clearly and fully demonstrate the you understand the requirements and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as: "Standard procedures will be employed" and "well-known techniques will be used". The

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Technical Proposal must be sufficient as to how you propose to comply with the applicable specifications, including a full explanation of the techniques and procedures you propose to follow. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be considered by reference.

The Technical Proposal shall be divided into the following major sections:

1. Mission Suitability
 - Subfactor A: Understanding the Requirements
 - Subfactor B: Management Plan
 - Subfactor C: Small Disadvantaged Business (SDB) Participation Program
2. Summary of Deviations/Exceptions

1. Mission Suitability:

The Offeror's response to the Mission Suitability Factor (with subfactors) should reference the appropriate paragraphs of the Statement of Work (SOW) whenever they are applicable.

Subfactor A – Understanding the Requirements:

The proposal shall describe, in detail, your understanding and comprehension of the requirements, both breadth and depth, identified in the SOW and the SOW Addendum. Accordingly, as described below, explain your proposed approach for identifying the optimum skill mix for implementing the requirement and your proposed planning methodology, specifically addressing your response to differing customer requirements.

Based on the functional responsibilities described in the SOW, the services listed in the SOW Addendum, the historical data located in the Earth Sciences Procurement Library, and your understanding of the Space and Earth Sciences strategic directions, provide 1) a narrative that addresses your technical approach and methodology for providing overall support and satisfying the customers, keeping focus on the dynamic and evolving technology environment and 2) a complete description of what is needed to provide the required services using the SOW Addendum, including the planned skill mix and a discussion of the core skill categories proposed using the following parameters:

- a) Key elements of the position
- b) Required Education
- c) Required Experience
- d) Key skills and abilities required

In preparing this portion of your proposal, it is not necessary to outline the identification numbers provided in the SOW Addendum. Instead, the planned skill mix and description of what is needed to provide the required functions and services in the SOW and SOW Addendum should be at the contract level. Consideration should be given to multiple customers, fluctuating

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workloads, changes and shifts in science endeavors, and other work scheduling issues. A description of how priorities will be handled as well as how shifting of work will be handled is required.

Small Business Subcontracting Program (Refer to FAR 19.7)

This applies ONLY to large businesses.

This solicitation contains FAR clause 52.219-90, "Small Business Subcontracting Plan and Reports." The Subcontracting plan described by the clause, including the associated subcontracting goals, must be submitted with your proposal.

The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of contract value, are as follows:

Small Disadvantaged Business (SDB) Concern	15%
Women Owned Small Business Concerns	10%
Historically Black Colleges and Universities	1%
HUBZone Small Business Concerns	.5%
*Other Small Business Concerns	3.5%
Total Small Business Subcontracting	30.0%

*Those Small Business Concerns that are not Small Disadvantaged, Women Owned, Historically Black Colleges and Universities, or HUBZone Small Business Concerns.

(NOTE: FOR THE PURPOSES OF THE SUBCONTRACTING PLAN, THE PROPOSED GOALS MUST BE STATED AS A PERCENT OF TOTAL SUBCONTRACT, NOT AS A PERCENT OF CONTRACT VALUE)

You are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors should perform an independent assessment. The goals included in the submitted Subcontracting Plan may be higher, lower, or the same as the goals stated above, depending upon the Offeror's independent assessment.

With regard to any goals stated above, Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals.

Subfactor B – Management Plan:

Proposals shall set forth the Offeror's approach to quality management of the required services through surveillance, organizational structure, and effective utilization and distribution of the workforce in meeting contract requirements. Accordingly, as described below, the proposal shall include the following discussions:

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- 1) Provide a Surveillance Plan, which specifies how and when Contractor surveillance of contract performance will occur. The proposed surveillance plan should describe the Offeror's method (i.e., 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine if the Contractor meets the performance requirements in the contract. The plan should focus on the quality and timeliness of the services to be provided, and not on the steps required or procedures used to provide the services. The Government will also develop a Performance Evaluation Plan that describes the Government's plans to evaluate, among other things, the schedule and performance quality. The Surveillance plan should demonstrate that the Offeror's approach facilitates the Government's performance evaluation. When complete, the Surveillance Plan ensures that the Government receives the services for which it contracted. The Contractor's Surveillance Plan will be incorporated into the contract. If the Offeror proposes to obtain customer feedback as a part of its surveillance plan, a customer survey instrument(s) shall be proposed describing the proposed data collection method(s), information technology resources and security planned (for data collection and reporting) and rationale for the survey questions chosen. A plan for an overall customer satisfaction score shall be proposed (for each survey) and a relationship developed with the adjective ratings in the NASA Award Fee Rating Table (NFS 1816.405-275).
- 2) Explain your company's organizational approach, providing an organization chart that locates the SESDA contract within your corporate structure. In addition, provide an organization chart of the SESDA contract, identifying all managerial positions in this program, by title. Clearly state the responsibilities and authorities of each manager by describing such elements as his/her span of control, degree of autonomy, and lines of communication. All interfaces with GSFC personnel, teaming Contractors or subcontractors must be clearly delineated. If teaming Contractors or subcontractors are proposed, show their interfaces to your organizational structure and provide a) a separate organization chart for each teaming Contractor and subcontractor; b) the basis for selection of the teaming Contractor or subcontractor; and c) the nature and extent of the work to be performed by the teaming Contractor or Subcontractor. Identify the key management elements that assure the timely and efficient completion of work for the entire team composition. An explanation of each teaming Contractor's and subcontractor's responsibility as part of the prime Contractor team should be given, discussing all lines of communication.
- 3) The contract requires the successful Contractor to interact with a wide variety of organizations from differing technical disciplines. The Offeror shall discuss their ability to work with a variety of groups and differing NASA organizations, which includes the ability to manage teams of diverse personnel and multiple, simultaneous efforts. Training and assigning of work relative to the changing, dynamic, and evolving technical environment shall be discussed. All available corporate resources shall be identified, including personnel, facilities, equipment, which are either internal and/or external to the company, and how these resources can be obtained.

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- 4) Provide a phase-in plan that describes the planned management team for the transition and the methods, which will be utilized to ensure an adequate level of performance on the effective day of the contract. The phase-in plan will fully explain the efforts necessary to assume responsibility of the contract requirements. It should also discuss weekly staffing projections within the 2 month phase-in period.
- 5) Indicate your planned incumbent capture rate (if any), the basis of this rate, and the methods you propose to recruit and hire incumbents and new hires. Explain the effect of the incumbent capture rate on the Total Professional Employee's Compensation Plan, as described in Paragraph 6 below. The basis for the incumbent capture rate shall include descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). Indicate your ability to staff for fluctuating requirements from existing resources and from outside sources. Also indicate your policies on temporary assignments of company personnel with relevant specialized skills.
- 6) As further support that the Offeror has the ability to acquire and retain qualified and experienced personnel, a Professional Employees Compensation Plan shall be provided. Section L of this solicitation contains NFS 1852.231-71 entitled Determination of Compensation Reasonable; Section M of this solicitation contains FAR provision 52.222-46, entitled Evaluation of Compensation for Professional Employees. The required total professional employee's compensation plan must identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541. Provide the salary and fringe benefits for each category of such personnel. Each fringe benefit must be identified and the "cents per hour" cost given for the benefit. (The Technical Proposal must not include this but should reference where the information appears in the Cost Proposal.). Provide supporting data, such as recognized national, regional and local compensation surveys and studies of professional, public, and private organizations, used in establishing the total professional compensation structure. Provide current and proposed policies relative to employee benefit such as:

Vacations	Location allowances
Holidays	Per Diem, subsistence, and travel
Sick Leave	Severance pay
Other Leave	Overtime and Shift Premium Policy
Rotation	Recruitment Policy
Bonus Plans	Relocation Policy
Incentive Plans	Other Benefits applicable

In the event that the proposing entity shall propose a policy, for any or all of the above items, specifically applicable to this procurement in lieu of current established policy, the Offeror shall include in its proposal the rationale for each specific policy. Portions of any of the above policies may be made a part of the contract.

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- 7) A Safety and Health Plan for this contract shall be provided. The plan should be in sufficient detail to demonstrate how the Contractor intends to protect the life, health, and well-being of NASA and Contractor employees, as well as, property and equipment. The Offeror should refer to 1852.223-70 to also ensure compliance with this clause.

Subfactor C: Small Disadvantaged Business (SDB) Participation Program (Refer to FAR 19.12):

(Notice: These instructions apply to BOTH large and small business Offerors except SDB Offerors. They apply to SDB Offeror(s) ONLY if the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c.) of FAR clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns" in Section I of this solicitation. The waiver, if elected, makes the particular SDB Offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the "evaluation credit" (points) associated with the SDB participation subfactor described in Section M.)

This solicitation is for a requirement within one of the Major Standard Industrial Classifications determined by the Department of Commerce in accordance with FAR 19.201(b) and meets the applicability conditions of FAR 19.12, "Small Disadvantaged Business Participation Program". A separate Mission Suitability subfactor for SDB participation is described in Section M.

Offerors must:

- a) Complete GSFC clause 52.219-91, "Small Disadvantaged Business Participation--Contract Targets", in Section H of this solicitation
- b) Indicate the total amount of target SDB participation as a percent of contract value.
- c) Briefly describe work that will be performed by SDB subcontractor(s). Identify any work considered "high technology". If the subcontractor(s) is known, tie the work to the subcontractor identified by the Offeror in GSFC clause 52.219-91.
- d) Provide the Offeror's record of past participation of SDB concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc. over the past three full years. Copies of SF 295's can be part of the supporting information submitted.
- e) Identify, by contract number and contracting agency, SDB subcontracting incentives earned under any Government contracts in the last three years. If incentives were available, but not earned, so state.
- f) Provide a brief description of the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. Large businesses may reference applicable portions of the submitted Small Business Subcontracting Plan.

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2. Summary of Deviations (Technical Proposal)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the technical proposal and the technical requirements of this solicitation. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of text)

L.18 PAST PERFORMANCE PROPOSAL INSTRUCTIONS

The Offeror shall provide a narrative summary of relevant past experience, in the last 3 years, in the field(s) of technical endeavors that relate to this acquisition and/or which you feel especially qualify your company or a major subcontractor (over \$1M) to perform this work. The relevancy should consider both the nature and magnitude of the effort(s) as they relate specifically to this requirement. The Offeror shall specifically provide a discussion of the contract technical requirements, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution, and overall performance.

In providing the relevant past experience, the Offeror shall also include the following:

- Customer's name, address and telephone number of both the lead contractual and technical person. (Please verify that the telephone numbers provided are current and correct.
- Contract number, type, and total original, and present or final contract value.
- Date of contract, place(s) of performance and delivery dates or periods of performance.
- Relationship of this work to the work that will be performed under this contract; i.e., how is it specifically comparable.
- Method of acquisition: competitive or noncompetitive. Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
- Any major deviations or waivers to technical requirements that were granted by the customer.
- Whether delivery was on time and, if not, why; adherence to program schedules; incentive performance (e.g. schedule and technical) history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.

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PROPOSAL INSTRUCTION

- If you propose to use major subcontractors (over \$1 million dollars in value) (or teaming arrangements) to occupy a major role, include the above information on each of the subcontractors or team members as appropriate.

List any contracts terminated (partial or complete) within the past five years and basis for termination (convenience or default). Include the contract number, name, address and telephone number of the terminating officer. Include contracts that were “descoped” by the customer because of performance or cost problems.

The Offeror shall provide the Past Performance Questionnaire, Exhibit 1, to each of the references cited, including any subcontractors. The Offeror shall instruct each of its references to return the Questionnaire directly to the Government in a sealed envelope or by fax. The Offeror shall include in its written proposal, a list of those to whom the questionnaire was sent including name of individual; current and verified phone number; organization; and contract number. The questionnaire shall be returned to the individual identified below no later than the proposal due date. Late questionnaires may, however be accepted and considered for evaluation.

NASA Goddard Space Flight Center
Attn: Loren Kruger
Greenbelt, MD 20771
FAX: (301) 286-1773
Phone: (301) 286-2028

Summary of Deviations/Exceptions (Past Performance)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the Past Performance instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of text)

L.19 COST/PRICE PROPOSAL INSTRUCTIONS

FAR 52.215-20 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternate IV (Oct. 1997).

Submission of cost or pricing data is not required. Provide the other than cost or pricing data described below:

1. Other Than Cost or Pricing Data

This solicitation requires the submittal of other than cost or pricing data. The term “other than cost or pricing data” is defined at FAR 15.401.

SECTION L OF RFP5-60390/203

PROPOSAL INSTRUCTION

2. Instructions

- a) Format and structure the cost proposal in accordance with the Exhibits enclosed with this solicitation. Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences that are normally cited direct as labor are to be separately identified and priced or included in indirect cost.
- b) The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why.
- c) Cost/price proposal exhibits and schedules are included with this RFP. Exhibits generally relate to summarization of all elements of cost for a specified item, function or task, whereas schedules generally relate to a single element of cost such as labor, material or overhead. In all cases, final monetary extensions may be expressed as the closest whole dollar amount, **with cents omitted**.
- d) There are schedules entitled, "Labor Cost at Normal Bid Rates—On Site and Labor Cost at Normal Bid Rates—Offsite" that have been included and shall be completed. These schedules shall reflect your Proposed Staffing for all contract years. It requests rates for each labor category, along with other proposed staffing details.
- e) The Government intends to use an IBM PC compatible computer with 48.0 MB RAM and a single floppy disk drive in the evaluation of cost proposals. Spreadsheet software Microsoft Excel 97 will be used by the Government and it is recommended for Offerors diskette submissions. The prime contractor and major subcontractor are required to provide cost data in the designated formats on current DOS format 3 ½ inch floppy diskettes. This is in addition to the required hard copies. The Offeror shall provide written documentation which describes the contents of each diskette and of each file. Two copies of the disk(s) shall be submitted with one copy identified as the backup.
- f) Indirect Ceiling Rates: The contract schedule of this RFP contains terms that limit reimbursement for indirect expense rates. Your Cost/Price Proposal must clearly state the ceiling rates proposed for each of the indicated indirect expense pools.

3. Subcontracts

A "subcontract" is any contract, purchase order, material order, inter-organizational transfer, etc. that is a direct cost to this acquisition.

- a) For subcontract over \$1,000,000 provide the information that is requested for in these instructions for the prime contractor, unless the subcontract will be on a firm fixed priced basis and the estimate has been arrived at on a competitive basis.
- b) Competitive subcontracts: Provide a consolidated list of all subcontracts over \$750,000, that are expected to be placed on a competitive basis. Provide the following information for each subcontract.

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PROPOSAL INSTRUCTION

- I. Identify the item/service or provide a brief description of work
 - II. Quantity and price
 - III. Expected contract type (firm fixed price, fixed price incentive, cost plus incentive fee, etc.)
 - IV. Basis for present price estimate (vendor proposal or quote, prior invoice, engineering estimate, etc.)
 - V. Identify the expected source and indicate those sources that are small businesses and/or small disadvantaged business concerns.
 - VI. If quotes or proposals have been received, indicate the number of firms solicited, the number of quotes or proposals received, and the basis for selection (e.g, low Offeror, deliver schedule, technical merit of product, etc.)
 - VII. Number of small business and/or disadvantaged business concerns solicited. If none solicited, give reason for exclusion
 - VIII. The actual or expected basis for establishing reasonableness of price (e.g. adequate price competition, price analysis, cost analysis, established catalog or market prices)
 - IX. Affiliation with prime contractor, if any
 - X. Planned date of award
 - XI. Extent of subcontract supervision required
- c. Non-competitive subcontract: Provide a consolidated list of all subcontracts over \$100,000 that are expected to be placed on a non-competitive basis. Show the same information as required above for competitive subcontracts except for "number of firms solicited". Instead, include a brief statement supporting the non-competitive selection of the source.
- d. Inter-organizational Transfers: For all inter-organizational transfers priced at other than cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the Offeror, explain the pricing method [see FAR 31.205-26(e)]. For any inter-organizational transfers priced at cost, provide a separate breakdown of cost by elements.

4. Phase-In Cost/Price

Offerors shall propose the total firm fixed price associated with the 60-day phase-in period. Exhibit 4 shall be used to state the proposed price for the phase-in.

5. Summary of Deviations/Exceptions (Cost/Price Proposal)

Identify and explain the reason for any exceptions to these cost/price proposal instructions.

[END OF SECTION L]

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EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:
None

M.2 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (52.222-46) (FEB 1993)

(a) Re-competition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

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EVALUATION FACTORS

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

M.3 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A tradeoff process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Past Performance, and Cost/Price. The findings will be presented to the Source Selection Authority. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors and any elements under each subfactor. Only the Mission Suitability factor is numerically scored.

- (a) The Mission Suitability Evaluation Factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. It includes three subfactors that cover the Offeror's understanding of the requirement and approach to meeting it, the Offeror's plan to monitor/evaluate performance and respond accordingly, the Offeror's proposed organizational structure, management approach, and the Small Disadvantaged Business Participation Program. Because this factor can be technical and must be integrated in order to convey an overall evaluation of relative merit, Mission Suitability and its supporting subfactors, are numerically weighted and scored. The Mission Suitability subfactors are described in M.4 of this Section.

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EVALUATION FACTORS

- (b) The Past Performance Evaluation Factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of this solicitation. This factor provides an opportunity to evaluate the quality of products and services provided by the Offeror to the Agency, other government agencies, and private organizations, as either a prime or subcontractor. This factor is not numerically weighted or point scored. A further description is provided in M.5 of this Section.
- (c) The Cost/Price Evaluation Factor is used to assess each offeror's cost/price based upon the Offeror's proposed approach and includes the price of Phase-In. Further, this analysis identifies and assesses the impact of features that cause a proposal to cost more or less than other proposals. Offerors should not change the Non-Proposed Costs in their proposal, and the Government will replace any different proposed amounts with the Non-Proposed Costs stated in the RFP. This factor is not numerically scored or weighted. A further description is provided in M.6 of this Section.

3. Relative Order of Importance of Evaluation Factors

The Cost/Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost/Price Factor is significantly less important than the Mission Suitability Factor and slightly less important than the Past Performance Factor.

(End of text)

M.4 MISSION SUITABILITY FACTOR

1. Mission Suitability Subfactors and Description of Each Subfactor:

Subfactor A – Understanding the Requirements:

The Offeror's comprehension of the SOW and the SOW Addendum and its critical aspects will be evaluated for insight and overall soundness. The subfactor will be used to determine the degree of understanding that the Offeror has of the overall technical requirements, and the approach to satisfying those requirements. The completeness, thoroughness and validity of the response will be evaluated.

The planned skill mix and labor categories will be evaluated based on the information provided by the Offeror. Evidence that the Offeror understand the relevance and diversity of skills required will be evaluated. Levels of experience and education requirements for proposed labor categories will also be assessed along with the skills and abilities identified, compared to the key elements of the position. In other words, the Government will evaluate how the Offeror

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EVALUATION FACTORS

intends to staff the work ensuring that the type, levels, and numbers of personnel are appropriate and customer expectations can be met.

How the Offeror intends to manage multiple customers, fluctuating budgets and workloads, changes and shifts in science endeavors, evolving technology and work scheduling issues will also be evaluated, including how priorities will be handled as well as the Offeror's approach in shifting work.

The Offeror's approach and plan for its Small Business Subcontracting Program will be evaluated for reasonableness and willingness to achieve the stated goals.

Subfactor B – Management Plan:

The Offeror's proposed Surveillance Plan will be evaluated for adequacy and ability to demonstrate that the Offeror can ensure the Government will receive the services for which it is contracting. More specifically, the Government will evaluate the level, frequency, and method of internal surveillance and what the Offeror proposes as the method for identifying deficiencies in the quality of services provided and plans for correcting those deficiencies.

In evaluating the surveillance method proposed, any customer survey(s) proposed, will also be evaluated for effectiveness, giving consideration to the security and information technology resources required. The ability to capture key performance metrics, especially as they relate to facilitating the Government's performance evaluation, and the Offeror's understanding of how to manage to this magnitude of effort will also be evaluated.

The Government will evaluate the organizational approach in terms of ability to provide the services proposed, to integrate the various functions outlined in the SOW, and to deal with problems and enhance overall control. The areas of management responsibility and functions assigned to management/supervisory personnel, the proposed lines of communications between organizational elements, the degree of autonomy, and the definition of the lines of communication between organizational elements, and the communication between the Offeror's organization and the Government, will be evaluated. The Offeror's basis for teaming and subcontracting will be evaluated, along with the interface between the Offeror and its subcontractors.

The Offeror will be evaluated on how it intends to support all GSFC organizational elements which are funded in strategic areas of responsibility for Earth Science, Space Science, and Technology programs. The Offeror's ability to train and assign work in a changing, dynamic, and evolving environment will also be evaluated. Corporate resources will be evaluated on the relevance, depth, and diversity of resources the company can provide or obtain.

The phase-in plan will be evaluated for completeness and level of detail that demonstrates the Offeror's ability to assume responsibility for performance of the contract, 2 months after the phase-in period begins.

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The Offeror's methods of recruiting and hiring from the incumbent (including incumbent capture rate and basis), from existing sources, and from outside sources will be evaluated, as will its abilities to staff for new requirements and its policies on temporary assignments of company personnel with relevant specialized skills.

The total compensation plan for professional employees will be evaluated to determine the Offeror's ability to acquire and retain the required personnel (in accordance with L.13 and M.2).

The Safety and Health Plan will be evaluated to determine the adequacy of protection.

Subfactor C – Small Disadvantaged Business (SDB) Participation (FAR 19.12):

Offerors should refer to FAR provision 52.219-91, "Small Disadvantaged Business Participation – Contract Targets", in Section L of this solicitation. This subfactor will consider the percent of proposed SDB participation against total contract value and the complexity and variety of the work SDB concerns are to perform. Specific identification of SDB subcontractors and associated work and the past performance of the Offeror in meeting SDB subcontractors and earning any associated incentives will be considered.

2. Weights and Scoring:

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighed and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

<u>Subfactor</u>	<u>Points</u>
Subfactor A - Understanding the Requirements	400
Subfactor B - Management Plan	550
Subfactor C - Small Disadvantaged Business (SDB) Participation	<u>50</u>
TOTAL	1,000

The Mission Suitability subfactor and the total Mission Suitability factor will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A).

The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has a possible 200 points and receives a percent rating of 80, then the score for the subfactor is 160 points.

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EVALUATION FACTORS

3. Adjustment for Cost Realism:

If this solicitation will result in a cost reimbursement contract, the mission Suitability score will be adjusted based on the degree of cost realism. This will be done on a structured basis as follows:

Percentage Difference between Proposed and Probable Cost	Point Adjustment
+/- 5 percent	0
+/- 6 to 10 percent	-50
+/- 11 to 15 percent	-100
+/- 16 to 20 percent	-150
+/- 21 to 30	-200
+/- more than 30 percent	-300

Offerors should refer to M.6 for further discussion on the evaluation of reasonableness and cost realism and the adjustment for cost realism.

(End of text)

M.5 PAST PERFORMANCE EVALUATION FACTOR

The evaluation shall be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), "Past Performance Evaluation". The approach to evaluating past performance is provided below in accordance with FAR 15.305(a)(2).

This factor will not be point scored. One of the following adjectival ratings will be assigned: Excellent, Very Good, Good, Fair, Poor.

However, the offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. Refer to FAR 15.305(a)(2)(iv).

Past performance will include the following specific areas established for this procurement in accordance with NFS 1815.305(a)(2)(B):

Technical Performance

The evaluation will consider the offeror's compliance with technical requirements and performance standards for previous and present work. For hardware and hardware systems, this includes compliance with process requirements (such as ISO and/or product assurance) and control systems (such as configuration management) as well as the performance requirements for the delivered hardware of system. For services and support, the quality of service or support shall be considered. The offeror's performance on interim work and deliverables such as system

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EVALUATION FACTORS

designs, prototype hardware, and technical reports will be also be considered as well as the initiative of the offeror in identifying and resolving unforeseen technical problems.

Schedule Performance

The evaluation will consider how well the offeror has met completion dates. This includes any unique schedule requirements that had to be met, interim deliverables or milestones such as periodic technical and business reports, system designs, prototype hardware, and completion of valid customer direction such as task and mission assignments and technical directions.

Cost Performance

The evaluation considers cost increases and cost savings (such as overruns and underruns) experienced on previous and present contracts. Only those increases or savings within the responsibility of the offeror under the terms of the particular contracts shall be considered. However, customer directed efforts and “de-scopings” to mitigate cost increases will be considered in assessing cost performance.

(End of text)

M.6 COST/PRICE EVALUATION FACTOR

The proposed cost/price will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(C) and (D). Both the planned skill mix and methodology used along with the total contract cost estimate will be considered for cost realism.

Offerors should refer to FAR 15.401 for a definition of cost realism and to FAR 15-404-1(d) for a discussion of cost realism analysis and probable cost.

The Offeror’s proposed indirect ceiling rates will be used in determining the probable cost to the Government.

Both the proposed cost and the probable cost will be presented to the Source Selection Authority.

This is a full and open competition within one of the Major Standard Industrial Groups determined by the Department of Commerce for the application of small disadvantaged procurement mechanisms and applicable factors. Refer to FAR 19.201(b), FAR 19.11 and to FAR clause 52.219-23, “Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.” The adjustment shall be applied to the assessed “probable cost” The adjustment will not be made if there are no Small Disadvantaged Business (SDB) offeror(s) or if all SDC offerors have waived the price adjustment.

(End of Text)
[END OF SECTION M]

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 1
2. AMENDMENT/MODIFICATION NO. One (1)	3. EFFECTIVE DATE March 24, 2000	4. REQUISITION/PURCHASE REQ. NO. RFP5-60390/203	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics & Space Administration Goddard Space Flight Center Space Sciences Procurement Office Greenbelt Road Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Attention: Loren Kruger Bldg. 26, Room 232 Greenbelt, MD 20771 Telephone: 301-286-2028	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

CODE	FACILITY CODE
(X) X	9A. AMENDMENT OF SOLICITATION NO. RFP5-60390/203
	9B. DATED (SEE ITEM 11) March 17, 2000
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

B/NC: 203 N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to revise Item 9, of the Standard Form 33 for RFP5-60390/203, to read as follows:

Sealed offers in original and copies for furnishing the supplies and services on the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Building 17, Room S-142**, until **May 3, 2000** local time **2:00 p.m.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Theresa J. Becker	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Theresa J. Becker</u> (Signature of Contracting Officer)	16C. DATE SIGNED 3/24/00